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Attorneys for Plaintiff
9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 MARIO SANCHEZ,
aka "Goon,"
16 aka "Toothpick,"

17 Defendant.

No. 2:23-cr-251-ODW

PLEA AGREEMENT FOR DEFENDANT
MARIO SANCHEZ

18
19 1. This constitutes the plea agreement between MARIO SANCHEZ
20 ("defendant") and the United States Attorney's Office for the Central
21 District of California (the "USAO") in the above-captioned case.
22 This agreement is limited to the USAO and cannot bind any other
23 federal, state, local, or foreign prosecuting, enforcement,
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to count two of the

But
8.28.2023

1 indictment in United States v. Mario Sanchez, Case No. 2:23-cr-251-
2 ODW, which charges defendant with being a felon in possession of
3 firearms and ammunition, in violation of Title 18, United States
4 Code, Section 922(g)(1).

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered
9 for service of sentence, obey all conditions of any bond, and obey
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be
12 excluded for sentencing purposes under United States Sentencing
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessment at or before the
18 time of sentencing unless defendant has demonstrated a lack of
19 ability to pay such assessment.

20 3. Defendant further agrees:

21 a. To forfeit all right, title, and interest in and to
22 any and all monies, properties, and/or assets of any kind, derived
23 from or acquired as a result of, or used to facilitate the commission
24 of, or involved in the illegal activity to which defendant is
25 pleading guilty, specifically including, but not limited to, the
26 following (collectively, the "Forfeitable Property"):

27 i. One Smith & Wesson, Model SD9 VE, 9-millimeter
28 caliber semiautomatic pistol, bearing serial number FZB0358;

1 ii. One Beretta, Model APX Compact, 9-millimeter
2 caliber semiautomatic pistol, bearing serial number A105350X;
3 iii. Four rounds of Hornady 9-millimeter caliber
4 ammunition;
5 iv. Three rounds of Fiocchi 9-millimeter caliber
6 ammunition;
7 v. Three rounds of Remington 9-millimeter caliber
8 ammunition;
9 vi. Six rounds of CCI/Speer 9-millimeter caliber
10 ammunition;
11 vii. One round of Ammo Inc. (Jagemann) 9-millimeter
12 caliber ammunition;
13 viii. Three rounds of Winchester 9-millimeter caliber
14 ammunition;
15 ix. Six rounds of Poongsan Corporation 9-millimeter
16 caliber ammunition;
17 x. Four rounds of Federal 9-millimeter caliber
18 ammunition;
19 xi. One round of Sellier & Bellot 9-millimeter
20 caliber ammunition; and
21 xii. One round of Companhia Brasileira de Cartuchos 9-
22 millimeter caliber ammunition.
23 b. To the Court's entry of an order of forfeiture at or
24 before sentencing with respect to the Forfeitable Property and to the
25 forfeiture of the assets.
26 c. That the Preliminary Order of Forfeiture shall become
27 final as to the defendant upon entry.
28

1 d. To take whatever steps are necessary to pass to the
2 United States clear title to the Forfeitable Property, including,
3 without limitation, the execution of a consent decree of forfeiture
4 and the completing of any other legal documents required for the
5 transfer of title to the United States.

6 e. Not to contest any administrative forfeiture
7 proceedings or civil judicial proceedings commenced against the
8 Forfeitable Property. If defendant submitted a claim and/or petition
9 for remission for all or part of the Forfeitable Property on behalf
10 of himself or any other individual or entity, defendant shall and
11 hereby does withdraw any such claims or petitions, and further agrees
12 to waive any right he may have to seek remission or mitigation of the
13 forfeiture of the Forfeitable Property.

14 f. Not to assist any other individual in any effort
15 falsely to contest the forfeiture of the Forfeitable Property.

16 g. Not to claim that reasonable cause to seize the
17 Forfeitable Property was lacking.

18 h. To prevent the transfer, sale, destruction, or loss of
19 the Forfeitable Property to the extent defendant has the ability to
20 do so.

21 i. To fill out and deliver to the USAO a completed
22 financial statement listing defendant's assets on a form provided by
23 the USAO.

24 j. That forfeiture of Forfeitable Property shall not be
25 counted toward satisfaction of any special assessment, fine,
26 restitution, costs, or other penalty the Court may impose.

27 k. With respect to any criminal forfeiture ordered as a
28 result of this plea agreement, defendant waives: (1) the requirements

1 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding
2 notice of the forfeiture in the charging instrument, announcements of
3 the forfeiture at sentencing, and incorporation of the forfeiture in
4 the judgment; (2) all constitutional and statutory challenges to the
5 forfeiture (including by direct appeal, habeas corpus or any other
6 means); and (3) all constitutional, legal, and equitable defenses to
7 the forfeiture of the Forfeitable Property in any proceeding on any
8 grounds including, without limitation, that the forfeiture
9 constitutes an excessive fine or punishment. Defendant acknowledges
10 that the forfeiture of the Forfeitable Property is part of the
11 sentence that may be imposed in this case and waives any failure by
12 the Court to advise defendant of this, pursuant to Federal Rule of
13 Criminal Procedure 11(b)(1)(J), at the time the Court accepts
14 defendant's guilty plea.

15 THE USAO'S OBLIGATIONS

16 4. The USAO agrees to:

- 17 a. Not contest facts agreed to in this agreement.
- 18 b. Abide by all agreements regarding sentencing contained
19 in this agreement.
- 20 c. At the time of sentencing, move to dismiss the
21 remaining counts of the indictment as against defendant. Defendant
22 agrees, however, that at the time of sentencing the Court may
23 consider any dismissed charges in determining the applicable
24 Sentencing Guidelines range, the propriety and extent of any
25 departure from that range, and the sentence to be imposed.
- 26 d. At the time of sentencing, provided that defendant
27 demonstrates an acceptance of responsibility for the offense up to
28 and including the time of sentencing, recommend a two-level reduction

1 in the applicable Sentencing Guidelines offense level, pursuant to
2 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
3 additional one-level reduction if available under that section.

4 e. With respect to count two, recommend that defendant be
5 sentenced to a term of imprisonment no higher than the low end of the
6 applicable Sentencing Guidelines range, provided that the offense
7 level used by the Court to determine that range is 13 or higher. For
8 purposes of this agreement, the low end of the Sentencing Guidelines
9 range is that defined by the Sentencing Table in U.S.S.G. Chapter 5,
10 Part A, without regard to reductions in the term of imprisonment that
11 may be permissible through the substitution of community confinement
12 or home detention as a result of the offense level falling within
13 Zone B or Zone C of the Sentencing Table.

14 NATURE OF THE OFFENSE

15 5. Defendant understands that for defendant to be guilty of
16 the crime charged in count two, that is, being a felon in possession
17 of firearms and ammunition, in violation of Title 18, United States
18 Code, Section 922(g)(1), the following must be true:

19 a. Defendant knowingly possessed a firearm and
20 ammunition;

21 b. The firearm and ammunition had been shipped or
22 transported from one state to another or between a foreign nation and
23 the United States;

24 c. At the time the defendant possessed the firearm and
25 ammunition, the defendant had been convicted of a crime punishable by
26 imprisonment for a term exceeding one year; and
27
28

1 d. At the time the defendant possessed the firearm and
2 ammunition, the defendant knew he had been convicted of a crime
3 punishable by imprisonment for a term exceeding one year.

4 PENALTIES

5 6. Defendant understands that the statutory maximum sentence
6 that the Court can impose for violation of Title 18, United States
7 Code, Section 922(g)(1), is: 15 years imprisonment; a three-year
8 period of supervised release; a fine of \$250,000 or twice the gross
9 gain or gross loss resulting from the offense, whichever is greatest;
10 and a mandatory special assessment of \$100.

11 7. Defendant understands that supervised release is a period
12 of time following imprisonment during which defendant will be subject
13 to various restrictions and requirements. Defendant understands that
14 if defendant violates one or more of the conditions of any supervised
15 release imposed, defendant may be returned to prison for all or part
16 of the term of supervised release authorized by statute for the
17 offense that resulted in the term of supervised release, which could
18 result in defendant serving a total term of imprisonment greater than
19 the statutory maximum stated above.

20 8. Defendant understands that, by pleading guilty, defendant
21 may be giving up valuable government benefits and valuable civic
22 rights, such as the right to vote, the right to possess a firearm,
23 the right to hold office, and the right to serve on a jury. Defendant
24 understands that he is pleading guilty to a felony and that it is a
25 federal crime for a convicted felon to possess a firearm or
26 ammunition. Defendant understands that the conviction in this case
27 may also subject defendant to various other collateral consequences,
28 including but not limited to revocation of probation, parole, or

1 supervised release in another case and suspension or revocation of a
2 professional license. Defendant understands that unanticipated
3 collateral consequences will not serve as grounds to withdraw
4 defendant's guilty plea.

5 9. Defendant and his counsel have discussed the fact that, and
6 defendant understands that, if defendant is not a United States
7 citizen, the conviction in this case makes it practically inevitable
8 and a virtual certainty that defendant will be removed or deported
9 from the United States. Defendant may also be denied United States
10 citizenship and admission to the United States in the future.
11 Defendant understands that while there may be arguments that
12 defendant can raise in immigration proceedings to avoid or delay
13 removal, removal is presumptively mandatory and a virtual certainty
14 in this case. Defendant further understands that removal and
15 immigration consequences are the subject of a separate proceeding and
16 that no one, including his attorney or the Court, can predict to an
17 absolute certainty the effect of his conviction on his immigration
18 status. Defendant nevertheless affirms that he wants to plead guilty
19 regardless of any immigration consequences that his plea may entail,
20 even if the consequence is automatic removal from the United States.

21 FACTUAL BASIS

22 10. Defendant admits that defendant is, in fact, guilty of the
23 offense to which defendant is agreeing to plead guilty. Defendant
24 and the USAO agree to the statement of facts provided below and agree
25 that this statement of facts is sufficient to support a plea of
26 guilty to the charge described in this agreement and to establish the
27 Sentencing Guidelines factors set forth in paragraph 12 below but is
28 not meant to be a complete recitation of all facts relevant to the

1 underlying criminal conduct or all facts known to either party that
2 relate to that conduct.

3 On November 15 and December 14, 2022, within the Central
4 District of California, defendant knowingly possessed firearms and
5 ammunition in and affecting interstate and foreign commerce.
6 Defendant possessed the firearms and ammunition knowing that he had
7 previously been convicted of at least one felony, punishable by a
8 term of imprisonment exceeding one year.

9 Specifically, on November 15, 2022, in Los Angeles County,
10 within the Central District of California, defendant possessed a
11 handgun and a magazine containing eight rounds of 9-millimeter
12 caliber ammunition. On that date, detectives from the Gardena Police
13 Department attempted to take defendant into custody on an active
14 warrant. Defendant fled the detectives on foot, and the detectives
15 gave chase. Defendant carried the handgun in his hand while fleeing
16 the detectives. As he ran, a magazine containing eight rounds of
17 ammunition fell out of the handgun.

18 On December 14, 2022, in Los Angeles County, within the Central
19 District of California, defendant possessed two handguns and 24
20 rounds of 9-millimeter caliber ammunition. On that date, the same
21 Gardena Police Department detectives saw defendant driving a stolen
22 BMW sport utility vehicle ("SUV") and pulled him over to arrest him.
23 Before exiting the SUV, defendant admitted that he had a handgun in
24 his pocket and another gun in the SUV.

25 At the time of his arrest on December 14, 2022, defendant
26 possessed on his person a Smith & Wesson SD9VE 9-millimeter caliber
27 handgun bearing serial number FZB0358. The handgun was loaded with
28 ten rounds of 9-millimeter caliber ammunition, including one in the

1 chamber. The handgun had been reported stolen to the Los Angeles
2 Police Department on December 2, 2022. Defendant also possessed on
3 his person a loose round of 9-millimeter caliber ammunition and three
4 rounds of 9-millimeter caliber ammunition in a fanny pack he was
5 wearing.

6 Defendant also possessed inside the SUV a green Beretta 9-
7 millimeter caliber APX handgun bearing serial number A105350X, which
8 was loaded with ten rounds of 9-millimeter caliber ammunition,
9 including one in the chamber.

10 The Smith & Wesson handgun was manufactured in Massachusetts.
11 The Beretta handgun was manufactured in Italy. Each of the foregoing
12 rounds of ammunition was manufactured outside California.

13 Accordingly, the firearms and ammunition must have traveled in
14 interstate and/or foreign commerce to be recovered in California.

15 Defendant admits that on both November 15, 2022, and December
16 14, 2022, he knew he had been convicted of the following crimes, each
17 of which is a felony that is punishable by imprisonment for a term
18 exceeding one year:

- 19 1. Being a felon in possession of a firearm, in violation of
20 California Penal Code Section 29800(a)(1), in the Superior
21 Court for the State of California, County of Los Angeles, Case
22 Number YA103353; date of conviction May 4, 2021;
- 23 2. Recklessly evading a peace officer, in violation of California
24 Vehicle Code Section 2800.2, in the Superior Court for the
25 State of California, County of Los Angeles, Case Number
26 YA103734; date of conviction May 4, 2021;
- 27 3. Carrying a loaded firearm, in violation of California Penal Code
28 Section 25850(a), in the Superior Court for the State of

California, County of Los Angeles, Case Number YA104121; date of conviction April 14, 2022;

4. Recklessly evading a peace officer, in violation of California Vehicle Code Section 2800.2, in the Superior Court for the State of California, County of Los Angeles, Case Number YA103050; date of conviction April 14, 2022; and

5. Possessing a baton, in violation of California Penal Code Section 22210, in the Superior Court for the State of California, County of Los Angeles, Case Number YA104078; date of conviction April 14, 2022.

SENTENCING FACTORS

11. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crime of conviction.

12. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	14	U.S.S.G. § 2K2.1(a) (6)
Stolen Firearm	+2	U.S.S.G. § 2K2.1(b) (4)

1	Acceptance of Responsibility	-3	U.S.S.G. § 3E1.1(a)-(b)
2	Total offense Level	13	

3

4 The USAO will agree to a two-level downward adjustment for acceptance

5 of responsibility (and, if applicable, move for an additional one-

6 level downward adjustment under U.S.S.G. § 3E1.1(b)) only if the

7 conditions set forth in paragraph 4(d) are met and if defendant has

8 not committed, and refrains from committing, acts constituting

9 obstruction of justice within the meaning of U.S.S.G. § 3C1.1, as

10 discussed below. Subject to paragraph 26 below, defendant and the

11 USAO agree not to seek, argue, or suggest in any way, either orally

12 or in writing, that any other specific offense characteristics,

13 adjustments, or departures relating to the offense level be imposed.

14 Defendant agrees, however, that if, after signing this agreement but

15 prior to sentencing, defendant were to commit an act, or the USAO

16 were to discover a previously undiscovered act committed by defendant

17 prior to signing this agreement, which act, in the judgment of the

18 USAO, constituted obstruction of justice within the meaning of

19 U.S.S.G. § 3C1.1, the USAO would be free to seek the enhancement set

20 forth in that section and to argue that defendant is not entitled to

21 a downward adjustment for acceptance of responsibility under U.S.S.G.

22 § 3E1.1. Defendant understands that defendant's offense level could

23 be increased if defendant is a career offender under U.S.S.G.

24 §§ 4B1.1 and 4B1.2. If defendant's offense level is so altered,

25 defendant and the USAO will not be bound by the agreement to

26 Sentencing Guideline factors set forth above.

27 13. Defendant understands that there is no agreement as to

28 defendant's criminal history or criminal history category.

1 14. Defendant and the USAO reserve the right to argue for a
2 sentence outside the sentencing range established by the Sentencing
3 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
4 (a)(2), (a)(3), (a)(6), and (a)(7).

5 WAIVER OF CONSTITUTIONAL RIGHTS

6 15. Defendant understands that by pleading guilty, defendant
7 gives up the following rights:

8 a. The right to persist in a plea of not guilty.

9 b. The right to a speedy and public trial by jury.

10 c. The right to be represented by counsel -- and if
11 necessary have the Court appoint counsel -- at trial. Defendant
12 understands, however, that, defendant retains the right to be
13 represented by counsel -- and if necessary have the Court appoint
14 counsel -- at every other stage of the proceeding.

15 d. The right to be presumed innocent and to have the
16 burden of proof placed on the government to prove defendant guilty
17 beyond a reasonable doubt.

18 e. The right to confront and cross-examine witnesses
19 against defendant.

20 f. The right to testify and to present evidence in
21 opposition to the charges, including the right to compel the
22 attendance of witnesses to testify.

23 g. The right not to be compelled to testify, and, if
24 defendant chose not to testify or present evidence, to have that
25 choice not be used against defendant.

26 h. Any and all rights to pursue any affirmative defenses,
27 Fourth Amendment or Fifth Amendment claims, and other pretrial
28 motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION AND COLLATERAL ATTACK

16. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

17. Defendant also gives up any right to bring a post-conviction collateral attack on the conviction or sentence, except a post-conviction collateral attack based on a claim of ineffective assistance of counsel, a claim of newly discovered evidence, or an explicitly retroactive change in the applicable Sentencing Guidelines, sentencing statutes, or statutes of conviction. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18. Defendant agrees that, provided the Court imposes a total term of imprisonment of no more than the high end of the guidelines range corresponding to an offense level of 13 and the criminal history category calculated by the Court, defendant gives up the right to appeal all of the following: (a) the procedures and calculations used to determine and impose any portion of the

1 sentence; (b) the term of imprisonment imposed by the Court; (c) the
2 fine imposed by the Court, provided it is within the statutory
3 maximum; (d) to the extent permitted by law, the constitutionality or
4 legality of defendant's sentence, provided it is within the statutory
5 maximum; (e) the term of probation or supervised release imposed by
6 the Court, provided it is within the statutory maximum; and (f) any
7 of the following conditions of probation or supervised release
8 imposed by the Court: the conditions set forth in Second Amended
9 General Order 20-04 of this Court; the drug testing conditions
10 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the alcohol and
11 drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

12 19. The USAO agrees that, provided (a) all portions of the
13 sentence are at or below the statutory maximum specified above and
14 (b) the Court imposes a term of imprisonment of no less than the low
15 end of the guidelines range corresponding to an offense level of 19
16 and the criminal history category calculated by the Court, the USAO
17 gives up its right to appeal any portion of the sentence.

18 RESULT OF WITHDRAWAL OF GUILTY PLEA

19 20. Defendant agrees that if, after entering a guilty plea
20 pursuant to this agreement, defendant seeks to withdraw and succeeds
21 in withdrawing defendant's guilty plea on any basis other than a
22 claim and finding that entry into this plea agreement was
23 involuntary, then (a) the USAO will be relieved of all of its
24 obligations under this agreement; and (b) should the USAO choose to
25 pursue any charge that was either dismissed or not filed as a result
26 of this agreement, then (i) any applicable statute of limitations
27 will be tolled between the date of defendant's signing of this
28 agreement and the filing commencing any such action; and

1 (ii) defendant waives and gives up all defenses based on the statute
2 of limitations, any claim of pre-indictment delay, or any speedy
3 trial claim with respect to any such action, except to the extent
4 that such defenses existed as of the date of defendant's signing this
5 agreement.

6 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

7 21. Defendant agrees that if the count of conviction is
8 vacated, reversed, or set aside, both the USAO and defendant will be
9 released from all their obligations under this agreement.

10 EFFECTIVE DATE OF AGREEMENT

11 22. This agreement is effective upon signature and execution of
12 all required certifications by defendant, defendant's counsel, and an
13 Assistant United States Attorney.

14 BREACH OF AGREEMENT

15 23. Defendant agrees that if defendant, at any time after the
16 signature of this agreement and execution of all required
17 certifications by defendant, defendant's counsel, and an Assistant
18 United States Attorney, knowingly violates or fails to perform any of
19 defendant's obligations under this agreement ("a breach"), the USAO
20 may declare this agreement breached. All of defendant's obligations
21 are material, a single breach of this agreement is sufficient for the
22 USAO to declare a breach, and defendant shall not be deemed to have
23 cured a breach without the express agreement of the USAO in writing.
24 If the USAO declares this agreement breached, and the Court finds
25 such a breach to have occurred, then: (a) if defendant has previously
26 entered a guilty plea pursuant to this agreement, defendant will not
27 be able to withdraw the guilty plea, and (b) the USAO will be
28 relieved of all its obligations under this agreement.

1 24. Following the Court's finding of a knowing breach of this
2 agreement by defendant, should the USAO choose to pursue any charge
3 that was either dismissed or not filed as a result of this agreement,
4 then:

5 a. Defendant agrees that any applicable statute of
6 limitations is tolled between the date of defendant's signing of this
7 agreement and the filing commencing any such action.

8 b. Defendant waives and gives up all defenses based on
9 the statute of limitations, any claim of pre-indictment delay, or any
10 speedy trial claim with respect to any such action, except to the
11 extent that such defenses existed as of the date of defendant's
12 signing this agreement.

13 c. Defendant agrees that: (i) any statements made by
14 defendant, under oath, at the guilty plea hearing (if such a hearing
15 occurred prior to the breach); (ii) the agreed to factual basis
16 statement in this agreement; and (iii) any evidence derived from such
17 statements, shall be admissible against defendant in any such action
18 against defendant, and defendant waives and gives up any claim under
19 the United States Constitution, any statute, Rule 410 of the Federal
20 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
21 Procedure, or any other federal rule, that the statements or any
22 evidence derived from the statements should be suppressed or are
23 inadmissible.

24 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

25 OFFICE NOT PARTIES

26 25. Defendant understands that the Court and the United States
27 Probation and Pretrial Services Office are not parties to this
28 agreement and need not accept any of the USAO's sentencing

1 recommendations or the parties' agreements to facts or sentencing
2 factors.

3 26. Defendant understands that both defendant and the USAO are
4 free to: (a) supplement the facts by supplying relevant information
5 to the United States Probation and Pretrial Services Office and the
6 Court, (b) correct any and all factual misstatements relating to the
7 Court's Sentencing Guidelines calculations and determination of
8 sentence, and (c) argue on appeal and collateral review that the
9 Court's Sentencing Guidelines calculations and the sentence it
10 chooses to impose are not error, although each party agrees to
11 maintain its view that the calculations in paragraph 12 are
12 consistent with the facts of this case. While this paragraph permits
13 both the USAO and defendant to submit full and complete factual
14 information to the United States Probation and Pretrial Services
15 Office and the Court, even if that factual information may be viewed
16 as inconsistent with the facts agreed to in this agreement, this
17 paragraph does not affect defendant's and the USAO's obligations not
18 to contest the facts agreed to in this agreement.

19 27. Defendant understands that even if the Court ignores any
20 sentencing recommendation, finds facts or reaches conclusions
21 different from those agreed to, and/or imposes any sentence up to the
22 maximum established by statute, defendant cannot, for that reason,
23 withdraw defendant's guilty plea, and defendant will remain bound to
24 fulfill all defendant's obligations under this agreement. Defendant
25 understands that no one -- not the prosecutor, defendant's attorney,
26 or the Court -- can make a binding prediction or promise regarding
27 the sentence defendant will receive, except that it will be within
28 the statutory maximum.

NO ADDITIONAL AGREEMENTS

28. Defendant understands that, except as set forth herein, there are no promises, understandings, or agreements between the USAO and defendant or defendant's attorney, and that no additional promise, understanding, or agreement may be entered into unless in a writing signed by all parties or on the record in court.

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

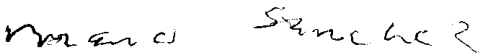
E. MARTIN ESTRADA
United States Attorney



JEREMY K. BEECHER
Assistant United States Attorney

September 7, 2023

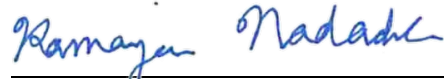
Date



MARIO SANCHEZ
Defendant

9/7/2023

Date



RAMANUJAN NADADUR
Attorney for Defendant MARIO
SANCHEZ

9/7/2023

Date

CERTIFICATION OF DEFENDANT

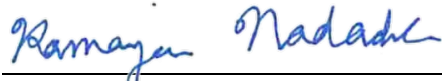
I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

<p><i>Mario Sanchez</i></p> <hr/> MARIO SANCHEZ Defendant	<p>9/7/2023</p> <hr/> Date
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CERTIFICATION OF DEFENDANT'S ATTORNEY

I am MARIO SANCHEZ's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set

1 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
2 provisions, and of the consequences of entering into this agreement.
3 To my knowledge: no promises, inducements, or representations of any
4 kind have been made to my client other than those contained in this
5 agreement; no one has threatened or forced my client in any way to
6 enter into this agreement; my client's decision to enter into this
7 agreement is an informed and voluntary one; and the factual basis set
8 forth in this agreement is sufficient to support my client's entry of
9 a guilty plea pursuant to this agreement.

10
11 

12 RAMANUJAN NADADUR
13 Attorney for Defendant MARIO
SANCHEZ

9/7/2023

Date